



**COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY**

REQUEST FOR PROPOSALS

REPLACEMENT for E10000 SYSTEM

For THE DEPARTMENT OF SOCIAL SERVICES

RFP 2003-20R

Issued	July 3, 2003
Due	4:00 p.m. : local time July 29, 2003

A handwritten signature in cursive script, appearing to read "Douglas Wilson".

**Douglas Wilson, Director
Office of Acquisition Services
Virginia Information Technologies Agency**

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SECTION 1: Executive Summary

1.1 Summary:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to replace the current 64 processor Sun Microsystems E10000 system with an enterprise server or configuration of enterprise servers (no more than 2, both by same manufacturer). Multiple proposals (for alternative configuration choices) are encouraged.

1.2 Contents of this Request for Proposals:

This document contains the instructions governing the proposal to be submitted; the format in which proposals are to be submitted, and the material to be submitted therein; project requirements; evaluation criteria; and contractual terms and conditions.

1.3 Contact Information:

It is the Offeror's responsibility to inquire about and clarify any requirement of this RFP that is not clearly understood by the Offeror. Offerors are encouraged to study the mandatory configurations and specifications and should report any inconsistencies to the contact below by July 16, 2003. Verbal questions are discouraged. The Commonwealth will not be bound by verbal responses to questions. **All inquiries concerning this RFP should be submitted in writing to (Mark envelopes "Questions on RFP 2003-20R):**

Mr. Doug Crenshaw
Virginia Information Technologies Agency
110 South 7th Street – East Lobby Level
Richmond, Virginia 23219
Fax: (804) 371-5969

All written inquiries must be received by the Issuing Office on or by close of business July 16, 2003. Facsimiles are acceptable at (804) 371-5969 or e-mail to doug.crenshaw@vita.virginia.gov. No further inquiries will be accepted after that date.

1.4 Pre-Proposal Conference:

A pre-proposal conference will not be held for this solicitation.

1.5 Closing Date and Time:

The original and eight (8) copies of the technical proposal must be submitted under separate cover and must contain the full name and address of every company bearing an interest in the proposal. The original technical proposal and cost proposal (**only one copy of the cost proposal is required**) must be signed by the Offeror's contractually binding authority. The cost proposal must be submitted in a

separate clearly marked and sealed package. Send all proposals to the Contact Address listed in Section 1.3. All proposals must be received not later than 4:00 p.m. local time, July 29, 2003.

1.6 Office of Acquisition Services Web Site:

The Office of Acquisition Services (OAS) of the Virginia Information Technologies Agency (VITA) maintains a web site with a URL of <http://www.oas.virginia.gov>. This web site provides information about OAS and acquisitions conducted by OAS for Information Technology related items. Offerors are invited to check this site regularly. The original document, plus all changes or amendments will be found on this web site.

1.7 Rules Regarding Late Proposals and Modifications:

No proposal or unsolicited modifications to a proposal will be accepted after the closing date and time. Offerors may use any means of delivery but it is the responsibility of the Offeror to allow adequate time for delivery to the appropriate office. Proposals and modifications received after closing will be returned unopened.

1.8 News Releases:

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of the Issuing Office. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE OFFEROR BEING DISQUALIFIED.

1.9 Registered Vendors:

PROPOSALS WILL NOT RESULT IN AWARD IF THE OFFEROR IS NOT REGISTERED WITH VITA. A completed registration form must be on file or received by VITA (Office of Acquisition Services) not later than award date. Call (804) 371-5900 to request a registration form. Offerors may also download a Vendor Application form from the OAS web site with a URL of <http://www.oas.virginia.gov>. If you need assistance, call (804) 371-5900.

1.10 Rejection of Proposals:

The Commonwealth of Virginia reserves the right to reject any and all proposals, in whole or in part, received in response to this request. VITA shall not cancel a Request for Proposals or reject any proposal solely to avoid awarding a contract to a particular responsive and responsible Offeror. In addition, VITA reserves the right to waive informalities and to delete items prior to award.

The term Offeror as referenced in this solicitation refers to the firm preparing and submitting a proposal in response to this Request for Proposals (RFP). The term Contractor refers to the firm who when awarded the contract will be responsible for services as required as a result of this solicitation.

1.11 Procurement Policies and Procedures:

Information Technology and Telecommunications procurement activity conducted by the Commonwealth of Virginia is governed by provisions of the Virginia Public Procurement Act and guided by provisions of the Vendor's Manual, December 1998, Commonwealth of Virginia (As Amended). The provisions of this RFP are intended to conform to applicable policies and procedures contained in the aforementioned MANUAL. In the event that an Offeror should perceive a provision of this RFP to be at variance with a provision of the MANUAL, VENDORS ARE DIRECTED TO REGARD THE RFP PROVISION AS PREVAILING.

1.12 Cost of Proposals:

The Offeror is responsible for all costs of proposal preparation. The Commonwealth is not liable for any costs incurred by a vendor in response to this RFP.

1.13 Identification of Proposals:

All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes or packages:

From: Name of Vendor
 Street or P.O. Box Number
 City, State, Zip Code
 Due Date: July 29, 2003 Time: NLT 4:00 p.m. (Local time)
 RFP Number 2003-20R

Note: The technical and cost proposals must be submitted in separate, sealed packages with the appropriate label, i.e., "Technical Proposal" or "Cost Proposal".

1.14 Definition of "Mandatory" Requirements and "Desirable" Features:

1.14.1 Mandatory Requirements:

The use of "shall", "must", or "will" in this RFP or its official amendments indicates a requirement or condition that is mandatory (mandatory requirement), and shall not be construed in any way as allowing deviation from any requirement. Deviation from mandatory requirements will not be accepted by the Commonwealth. The Commonwealth of Virginia reserves the right to reject any and all proposals and to waive minor informalities. All mandatory requirements must be met in order for any proposal to be considered. The Offeror must respond to the mandates identifying if he or she can fulfill the requirements identified herein and how the Offeror proposes to meet the requirements. Substantiation to responses must be provided. The Commonwealth has established guidelines for Offerors governing the interpretation of RFP requirements.

FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RENDER THE OFFEROR'S PROPOSAL NON-RESPONSIVE AND THE OFFEROR SHALL NOT BE CONSIDERED FURTHER. THE OFFEROR SHALL INCLUDE IN THE

PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS VERBATIM, LISTED IN SECTION 8 OF THIS RFP.

Appendix G lists a sample statement that should be used by all Offerors.

1.14.2 Desirable Features:

There are a number of features that are considered desirable by the Commonwealth. Those services which will enhance the overall system and performance are not considered mandatory will be considered “desirable”. Words such as “desirable”, “should”, “is requested”, “is urged to”, are important to the user in selecting an Offeror, but in order to permit Offerors to meet the requirements creatively, they are not specified as strictly mandatory requirements. Offeror responses to desirable services should meet stated goals, objectives, or enhance performance and identify how the proposed system meets the stated requirement. However, failure of a proposal to meet desirable requirements is not disqualifying. Offerors should document the extent to which they can meet the desirable or optional services. Proposals that provide more of the desirable features or that meet them more effectively than another proposal will be given stronger consideration in Offeror selection.

1.15 Oral Presentation:

An oral presentation by the Offeror may be required. If an oral presentation is required to clarify or substantiate any area contained in the Offeror’s response, the Issuing Office will schedule a time and place for the presentation. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and normally does not include negotiation. The response must be complete in all respects, as oral presentations and demonstrations MAY or MAY NOT be scheduled. All costs incurred by an Offeror to provide oral presentations are the responsibility of the Offeror.

1.16 Proprietary Information:

SECTION 11-52d, Virginia Public Procurement Act, states “Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, Offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid or proposal.

The vendor must provide “Appendix C” which provides a list of all pages in the proposal that contains proprietary information along with the reason. Only pages contained in that list will be treated as

proprietary. The Offeror may as an option, provide a fully redacted copy of their proposal to be utilized in those circumstances where public proposal review is needed.

FAILURE TO MARK THE DATA OR OTHER MATERIALS AS STATED WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO VENDORS OR THE PUBLIC AS PROVIDED IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

1.17 Proposal Format:

The proposals should be organized in the exact order in which the requirements are presented in the RFP and should be page numbered. The proposal should contain a table of contents which cross-references the RFP requirement and the specific page of the response in your proposal. Each paragraph in the proposal must correspond to and reference the paragraph number in the corresponding section of the RFP. The Offeror must repeat the paragraph number, sub-letter, and text of the requirement as it is presented in the RFP. If a response covers more than one page, the Offeror must repeat the paragraph number and sub-letter at the top of the subsequent page.

Proposals that are not organized in this manner may be eliminated from consideration for failing to specifically address the technical and contractual requirements. Offerors must document that they can meet mandatory requirement of the RFP and should document the extent to which they can meet the desirable or optional features.

Offerors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal preparation and subsequent evaluation process:

- a. The response should be complete and comprehensive, with a corresponding emphasis on being concise and clear.
- b. All proposed items should be identified as to whether they are in response to mandatory or desirable requirements. Each response to a mandatory item in the proposal must contain, as a minimum, a statement such as “XYZ Fully Complies”. Descriptions are required, if requested in the Mandatory Requirements.
- c. Elaborate bindings or literature are not necessary, but all documents should be clear and legible. Poor quality copies of materials may be rejected.
- d. Offerors should submit technical (OEM) specification sheets, or supply a URL to this information.

1.18 Multiple Proposals:

An Offeror may submit one or more proposals. All proposals must be complete and must comply with all of the instructions of this RFP.

1.19 Submission of Cost Information:

All cost information must be signed, sealed and provided in a separate envelope. No cost information shall be included in the technical proposal. The cost forms in Section 7 must be completed and returned in a separate envelope.

The Offeror's cost proposal must include all costs associated with the delivery of the proposed system, as well as any ongoing maintenance, vendor support, user fees or charges or reimbursements. This includes all license fees, royalties, "third party" fees, and computer resources, as well as all labor costs, overhead and expenses.

The Offeror must be willing and able to successfully deliver all products and services proposed and to complete the project on a firm fixed-price basis. If the Offeror desires to propose additional products and/or services which it believes would benefit the COV (but are not required to successfully complete the project as proposed), such items should be included and clearly identified as optional.

1.20 Nondisclosure:

All proposal information will be treated as confidential and will not be disclosed except as required for the purpose of evaluation. In accordance with the Virginia Public Procurement Act (VPPA) Section 11-52C1, proposals will be available for public inspection after negotiations and selection.

1.21 Sub-Contractor Identification:

The primary (prime) vendor must identify a contact person, by name, organization and telephone number, who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractors involved in the response. This includes, but is not limited to, responses to requests for interviews, oral presentations and clarifications of responses to the RFP.

1.22 Evaluation Criteria:

All Mandatory requirements and Mandatory Terms and Conditions must be met. All proposals received will be reviewed and evaluated by the Selection Committee using the following criteria, the order of which is not indicative of their weight or importance:

- a. Responses to descriptions required in Mandatory Requirements
- b. Desirable features proposed in response
- c. Suitability of proposed solution
- d. Total Evaluated Cost (Section 7)
- e. Participation of Small, Women-Owned and Minority-Owned Businesses

1.23 Selection Process:

Subject to approval by the Review Committee, proposals are evaluated on the basis of the criteria enumerated in the RFP and are scored in accordance with a weighting scheme established and approved prior to the opening of any proposals.

The Commonwealth is not required to furnish a statement of the reasons why a particular proposal was not the most advantageous. Should the Issuing Office determine in writing, and in its sole discretion, that only one Offeror is clearly more highly qualified than others under consideration, a contract may be negotiated and awarded to that vendor.

The proposal evaluation process involves, first, the review by a Selection Committee of all proposals received in response to the RFP to ensure that each proposal meets the mandatory requirements and the mandatory terms and conditions identified in Section 8 of this RFP. **Proposals which have been determined by the Selection Committee not to have met one or more mandatory requirements or mandatory terms and conditions, and cannot be brought into compliance, are excluded from any further consideration.**

The second step in the evaluation of proposals involves each Selection Committee member evaluating the Offeror's technical proposal and assigning a score to each of the selection criteria based on his/her personal understanding or interpretation of each of the proposed items. It will be decided at the beginning of the process how scores are to be assigned to each of the criteria (such as from zero to four in half point increments, with two (2) as average). The full Selection Committee will then meet to discuss the scoring. Members may change their scoring, if they desire. Preliminary scoring may also be changed by committee members after oral presentations or demonstrations by the Offeror. Technical scores are totaled and multiplied by the weights assigned to arrive at a cumulative score and numerical ranking. At this point, Offerors may be offered the opportunity to submit revised cost proposals.

In the final step, the Offeror's cost proposal will be opened by the Selection Committee and the Evaluated Cost will be determined. The Evaluated Cost will be applied to formula below. The technical and cost proposals will be summed to provide a ranked list of Offerors. Unless there is deemed to be one Offeror that is clearly more qualified, two or more Offerors deemed to be fully qualified and having the highest evaluation scores are then selected for negotiations. Offeror may be requested to provide revised pricing for their proposals as amended during negotiation. If revised costs are requested, cost will be recomputed; scores for the other evaluation criteria **MAY NOT BE ALTERED**. The lowest price received is the basis for the application of the cost scoring formula.

The cost scoring formula for evaluating proposals is:

$$\text{Cost factor} = (LV/V)$$

Where: LV = lowest cost vendor (\$)

V = vendor being evaluated (\$)

Cost score = cost factor x points available for cost

1.24 Review Phase:

A Review Committee, consisting of Commonwealth employees who do not have a direct involvement in the selection, will review the selection process and major decisions such as Offeror disqualification, to ensure that the selection was fair and unbiased.

1.25 Post Award Review:

Following selection of the winning Offeror(s) and formal notification, the Director, Office of Acquisition Services, or his designated representative, will review the selection with other vendors on an appointment basis only. Offerors desiring to review the selection process must do so within 10 days after Notification of Intent to Award, or other notification as deemed applicable by VITA, is posted.

1.26 Participation by Small Businesses, and Businesses Owned by Women and Minorities:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract is required. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in a lower evaluation ranking.

All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after receipt of Offeror proposals.

Instructions for providing the required information, including definitions, are included as Appendix "A" to this RFP. Forms to assist the Offeror in providing the required information are also included as Appendix "A". You are not required to use the forms so long as the minimum information required is provided in the prescribed format.

1.27 Faith Based Ministries:

The Commonwealth of Virginia does not discriminate against faith-based ministries.

1.28 Contractual Binding:

- a. This RFP, the response submitted by the successful Contractor, and all amendments and written clarifications, or any portions thereof, may be incorporated into the agreement signed by the successful contractor and the Commonwealth of Virginia. If a proposal

contains items or services which are not manufactured, generally supplied, or maintained by the proposing Offeror, the vendor will accept full responsibility for the service as if it were the Offeror's own. The Commonwealth will contract only with the prime Contractor who will be responsible for the performance of and payment to any subcontractor(s).

- b. Price quotations and other time dependent information contained in proposals shall be valid for a minimum of 120 days following the closing date.
- c. SECTION 8 of this solicitation, entitled "Mandatory Terms and Conditions" contains the mandatory terms and conditions. These terms will be included verbatim in any agreement executed by the Department of Information Technology. **FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RENDER THE OFFEROR'S PROPOSAL NON-RESPONSIVE AND THE OFFEROR SHALL NOT BE CONSIDERED FURTHER. THE OFFEROR SHALL INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS, VERBATIM LISTED IN SECTION 8 OF THIS RFP.**

1.29 eVA Business to Government Portal:

By date of award, all Offerors are required to be registered with the Commonwealth of Virginia's e-procurement website (eVa) located at <http://www.eva.state.va.us>. Offerors are advised to print the eVa page which lists their firm's name and submit it with their bid response, for proof of registration.

If your firm is not registered with eVa, please visit the following website: <http://evaregishelp.dgs.state.va.us/>. Offerors are advised to print a copy of the completed registration confirmation and submit it with their proposal response.

FAILURE TO PROVIDE EVIDENCE OF eVa REGISTRATION MAY RENDER OFFER NON-RESPONSIVE.

1.30 GOVERNING DOCUMENTS:

- a. Final solicitation document as it appears on the OAS website at <http://www.oas.virginia.gov>.
- b. All amendments, attachments and answers to questions as posted on the OAS website.

SECTION 2: GENERAL OFFEROR INFORMATION

2.1 General Information:

This section requires information about the Offeror's background and experience.

2.2 Offeror's Operating Organization:

Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

2.3 Company Contact:

Provide the name, title, street address, city, state, zip code, e-mail address, telephone and fax numbers of the primary contact person.

2.4 Support Contact:

Provide the telephone and email addresses for support. Identify service locations to be used in support of a contract.

2.5 Corporate Identity:

- a. Provide the identity of any parent corporation.
- b. Provide the identity of any subsidiaries if appropriate.

2.6 References:

The Offeror shall provide at least three (3) current references of users with equipment of the same make(s) and model(s), installed and running, who can confirm the Offeror's qualifications. See the Vendor Client Reference Form in APPENDIX B. The Commonwealth will make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerors to perform the contract, and these may include, but may not be limited to, reference checks and interviews. If an Offeror plans to use a subcontractor for warranty support, that subcontractor must be certified by the original manufacturer for warranty services. Additionally, three references must be supplied for that subcontractor.

SECTION 3: GENERAL BACKGROUND/DESCRIPTION OF CURRENT ENVIRONMENT

The Virginia Department of Social Services (DSS or Department) desires to replace its existing Sun E10000 (or E10K) Unix server with an enterprise server or configuration of enterprise servers (no more than two, both by the same manufacturer) comprised of current technology. Should two servers be proposed, it is desirable, but not required, that both be of the same model. The existing E10000, comprised of 64 250-MHz CPUs with 34GB memory, is 6 years old and is quickly approaching the end of its useful life. The current E10000 is operated at the Virginia Information Technologies Agency (VITA). The new equipment will also be installed and operated at VITA.

The proposed solution must exceed the existing E10000 in both total CPU power and total memory capacity by a minimum of 25% to accommodate the existing applications as well as the expansion of the Department's data warehouse. The proposed solution must support the "mixing and matching" of CPUs so that future upgrades will not be "all or nothing" changes. Because the Department's Oracle licenses are based on 42 CPUs, it is preferred that the number of CPUs in the proposed solution be less than 42, but it will be incumbent on the proposing vendor to demonstrate that a reduction in number of CPUs can handle the workload. The proposed solution must support a minimum of 6 domains and it is desirable that it support expansion to 8 domains. Support must be available and priced for 5 years from the date of Acceptance.

The E10000 is fibre-connected to 5 TB of Sun SE9960 storage, and another one TB of storage is being added to the SE9960. The proposed solution must include port adapters for the Sun SE9960 storage subsystem to support fibre connections to the Sun SE9960 from two new domains.

The E10000 is also fibre-connected to a Gadzoox Capellix 3000 switch attached to an ADIC Scalar 1000 tape library. The current fibre connections to the Gadzoox Capellix switch will be replaced with Gigabit Ethernet adapters to access NetBackup master/media servers. The proposed solution must include network adapters to support connections to these servers.

The E10000, two E250s (E10K SSPs) and an E4000 server will be provided for trade-in. There will be no applications to migrate from the E4000.

Offerors may submit multiple proposals (ref. Sec 1.18) in order to provide different alternatives. Some of the identified alternatives include single-server enterprise machines that offer substantial processing capabilities and redundancy. Other options include two-server solutions that allow a physical separation between production and non-production environments. DSS seeks the solution that best meets its cost, business, technical and quality needs.

SECTION 4: MANDATORY REQUIREMENTS

4.1 Minimum Configuration

a. Hardware

The proposed solution shall be installed at the Virginia Information Technologies Agency and must:

1. Be new equipment. Proposed equipment must not be refurbished or used equipment.
2. Be no more than 2 enterprise servers, both by the same manufacturer
3. Include cabinet(s) to house servers.
4. Provide hardware compatible with "SPARC" (as opposed to "Intel") Solaris 8 and 9 and must run these Solaris releases without requiring any change to or recompilation of existing applications.
5. Exceed the existing E10000 in both total CPU power and total memory capacity by at least 25%, and be allocated to domains according to the distribution percentages in the "Proposed Allocation" table in Appendix E. The minimum number of CPUs for the proposed solution shall not be less than specified in Minimum Number of CPUs Required table in Appendix E. Additional CPUs may be needed to meet other requirements stated in this RFP. List memory (by GB) and number of CPUs for your proposed solution in the Proposed Allocation table in Appendix E under the 125% columns for Processors and Memory.
6. State processor speed of proposed solution. CPU speed must be at least equivalent to 900MHz UltraSPARC processors. If a CPU speed not listed in Minimum Number of CPUs Required table in Appendix E is proposed, the proposing vendor must demonstrate the proposed CPU power exceeds the existing configuration by at least 25%, and be allocated to domains according to the distribution percentages in Proposed Allocation table in Appendix E. The proposing vendor should supply independent, recognized benchmark tests, such as SAP SD 2-tier, TPC, or SPEC for this requirement. The Commonwealth will be the sole judge of compliance with this requirement.
7. Support the "mixing and matching" of CPU upgrades. When upgrading CPUs to faster speeds, it must not be necessary to upgrade all CPUs in a machine in order to obtain the benefit of faster CPUs. Describe capabilities.
8. Support significant expansion potential for the number of CPUs, CPU power, and total configurable memory. Describe capabilities. Refer to Appendix D for current configuration. In the Proposed Allocation table in Appendix E, specify processor and memory requirements for 125%, 150%, 175% and 200% of current capacity. State if there is a memory requirement per CPU.
9. Describe the expansion options of the proposed solution. Any loss of redundancy, fault tolerance or reliability ratings must be addressed within the proposal when deploying domains as a result of shared components of any kind.
10. Describe "Capacity on Demand" capabilities.

11. Describe capabilities and procedures for partitioning into domains.
12. Include adapters and peripherals for each domain as shown in the Adapters/Peripherals Required table in Appendix E. The fibre adapters that connect each domain to Sun SE9960 storage must support booting from the Sun SE9960 storage, or the Offeror must provide separate bootable storage for each server. If booting from the Sun SE9960 is not supported, each domain should be configured with two (2) disk arrays, each containing four (4) SCSI boot disks, each 14GB or greater, and two (2) SCSI adapters.
13. Include one (1) console monitor workstation, and one (1) backup console monitor workstation. Describe consolidated console monitoring capability. It is preferred that all domains be monitored and managed from a single console workstation. Proposal must include all necessary equipment, including monitors, cables, etc, for two (2) console workstations. VITA prefers 17" monitors but will accept 19" monitors. Contractor shall provide 300' cables for each console workstation, unless the required connection is CAT5. If it is CAT 5, VITA will supply the cabling.
14. Have the ability to provide mainframe-style availability, redundancy and reliability to support large, mission-critical databases and applications. There should not be a single point of failure. Describe any potential single points of failure for the entire platform. Describe capabilities of redundant components, which must include, but are not limited to:
 - Redundant, hot-swappable power supplies
 - Redundant, hot-swappable (N + 1) cooling
 - Redundant system controller boards
 - Dynamic reconfiguration functionality
15. Include a minimum of 6 domains. Proposed solution must include five (5) domains (domains 1, 2, 4, 5, and 6 in Appendix E) without a loss of redundancy, and one (1) non-redundant domain (domain 3). Redundant components for these five (5) domains must include, but are not limited to:
 - Redundant CPU/memory across system boards
 - Redundant I/O across system boards (as specified in Appendix E Adapters/Peripherals Required)There should not be a single point of failure. Describe any potential single points of failure for each domain proposed. Describe capabilities of redundant components.
16. Include one (1) 8 port fibre channel adapter for the Sun SE9960 storage subsystem to support two fibre connections each from domains 5 and 6.
17. Support migration from the E10000 to the new hardware. The initial migration will be to move the existing 4 domains to 4 domains on the new system. Describe migration of existing 4 domains to proposed solution. Migration should preserve existing Volume Manager configuration and existing file systems, and should not require reloading of existing customer data.

18. Include installation, all cables and connections (excluding CAT 5 cables and connections), media, manuals and other materials necessary for a successful installation and operation.
19. Include eleven (11) 100' fibre cables to the Sun SE9960 storage. SC-type connectors are required on the ends connecting to the Sun SE9960. Appropriate connectors shall be provided for connection to the proposed equipment.
20. Not exceed 200 lbs. per square foot.
21. Include in the Cost Proposal a trade-in allowance for the existing E10000, E250, and E4000 machines. A list of items to be traded in is provided in Appendix F. VITA will work with the Contractor to schedule removal of all equipment traded in. Contractor is responsible for all costs incurred, and for the removal of equipment within 45 days following Acceptance. See attached Terms and Conditions for additional information concerning Acceptance.
22. Describe how your proposed solution would be recovered at a "hot site" to a different model server. VITA currently is under contract with SunGard for disaster recovery.
23. Describe any potential changes to systems processes, security or the end-user experience. It is highly desired that the migration be transparent in these areas.
24. Describe system documentation and manuals (including hardcopies). Include cost for these items (if any) in Cost Proposal. Discuss what is available online and what is available in hardcopy.

b. Hardware Performance

Bidder must agree to tune the system or to upgrade or replace hardware components as needed if during the Acceptance testing the Commonwealth can demonstrate that existing applications run significantly slower on the new hardware, and that the drop in performance was not due to any action by the Commonwealth. See Appendix D "Current Configuration", and Appendix E Proposed Allocation.

c. Warranty

See attached terms and conditions.

d. Support

Proposed equipment shall be eligible for immediate warranty/maintenance as new equipment by the manufacturer, and shall remain eligible for warranty/maintenance for 5 years after Acceptance date. The Contractor shall arrange and be responsible for any certification required and any and all costs incurred in certifying the equipment for the manufacturer's warranty, if necessary. All repair parts used shall be OEM certified new, or certified "as new". Offeror must include in the Cost Proposal warranty for one year and maintenance for years 2 - 5 at the level listed below.

24/7 x 365 online, telephone and on-site coverage
Priority telephone queuing
Unlimited support incidents

**Two hour on-site response
Mission-critical escalation support
Software Releases and Patches**

The Offeror shall specify support locations to be used for this contract, and state where spare parts for the proposed hardware will be located. Describe plans to store critical parts at the closest location to Richmond. If parts are not stored locally, discuss provisions for access to critical parts in compliance with warranty provisions.

Describe history of providing support in this region. If a subcontractor will be used, describe that subcontractor's experience locally.

e. Software

The proposed solution must:

1. Include and support the Solaris Operating System, level 8 at the binary compatible level. The Operating System must be the "SPARC" (as opposed to the "Intel") version of Solaris. Include all media and documentation necessary for successful operation. Support Solaris 9 at the binary compatible level.
2. Support and be compatible with the Unisys Business Information Server (MAPPER), level 8 and above.
3. Support and be compatible with Oracle E-Business Suite V 10.7 and above.
4. Support and be compatible with Oracle RDBMS 7.3.4 and above.
5. Support and be compatible with Veritas Foundation Suite (including Veritas Volume Manager 3.2 and Veritas File System 3.4) and above.
6. Support and be compatible with Connect Direct Software V. 3.3.03 and above.
7. Support and be compatible with Websphere V 4.0 and above
8. Support and be compatible with Veritas NetBackup 4.5 and above.
9. Support and be compatible with Sun Workshop Professional C V.3.0 and above.
10. Be compatible with existing applications using the software above.

4.2 Delivery

FOB Destination delivery is required within 30 days of award. Installation will be at the Virginia Information Technologies Agency, and is to be arranged at a time mutually agreeable to VITA and the Contractor. The contact for delivery and installation is:

Mr. Jody Swartz
Virginia Information Technologies Agency
110 S. 7th St.
Richmond, Va. 23219

Contractor pays all costs for delivery, installation and testing of new equipment, as well as de-installation and removal of equipment traded in. Contractor shall remove all packing materials.

4.3 Training

- A. Contractor must provide knowledge transfer and onsite operational training for VITA staff on console operations and hardware architecture, addressing at a minimum, issues related to operation, failure (notification/coordination/service calls) and equipment upgrade coordination for the proposed solution.
- B. Contractor must provide systems engineering support and knowledge transfer for VITA staff as needed on software installation parameters, configuration issues and questions prior to and during the acceptance period and as needed after the implementation of the proposed hardware.
- C. Describe training offering in detail. Operational Training shall consist of a minimum of three redundant sessions (shift personnel) with no more than 10 students in each session. Describe in detail the training proposed. Hardware/Architectural training shall consist of a minimum of two redundant sessions with no more than 5 students in each session.

4.4 Miscellaneous

Describe capability in providing online releases, patches and self-help.

4.5 Future Expansion

- A. The Commonwealth reserves the right to purchase additional proposed system(s) or components (of the model(s) proposed) and warranty/maintenance within twenty-four months of initial delivery at a price not to exceed that of the initial equipment. Attach a breakdown sheet listing the component and total costs of each proposed server. Should the Commonwealth elect to purchase additional server(s) or components, the price for those server(s) shall not exceed the total cost on the itemized list. The total costs on this sheet for the server(s) proposed should equal the amount listed on Section 7.a: "Purchase Cost of Solution".
- B. On a separate sheet, list the costs of all available expansion options for the server(s) proposed, including maintenance pricing. This amount is not to be included in the Cost Proposal Evaluation. The Commonwealth reserves the right to purchase any of these options during the first twenty-four months of the contract, at a cost not to exceed the costs specified on this list. Any options purchased shall be able to be placed under warranty/maintenance.

SECTION 5: DESIRABLE FEATURES

1. It is desired that if two servers are proposed, both be of the same model.
2. It is desired that the proposed solution provide support for 8 domains.
3. Offeror should propose additional solutions that exceed the CPU power and memory capacity of the existing E10000 by 50%, 75% and 100%. The number of processors and the amount of memory for these proposed solutions should be shown in the appropriate columns in the Proposed Allocation Table in Appendix E.
4. Offerors may propose additional equipment or services that will add value to their solution and benefit the Commonwealth.
5. Offerors should provide online self-help.
6. Offerors may describe any training offering not specified in Section 4.
7. The Commonwealth desires credits toward established lecture and web-based training relevant to the proposed solution. Describe offer and any limitations.
8. On a separate sheet from the Cost Proposal, submit pricing for any desirable offerings not included in the Proposal. These items will not be evaluated, but may be considered as options.
9. The Commonwealth would like to consider Capacity on Demand for domains 5 and 6 as an option. Please include a separate price sheet for this.
10. The Commonwealth desires the option to negotiate an extended Acceptance Period. The current E10000 may not be disconnected or removed until Acceptance of the new equipment.

SECTION 6: OFFEROR RESPONSES TO QUESTIONS

Attach any documentation necessary to fully respond to the questions below.

1. List complete configuration of proposed solution. Include equipment diagram, listing all domains with CPU, memory, adapters, and peripherals for proposed solution. Diagram should clearly show redundancy for CPU/memory across system boards and redundant I/O across system boards.
2. How long has the equipment been commercially available in the United States?
3. What phase-out or migration plans exist for the proposed models?
4. How many sites in the Virginia or Richmond metropolitan area are using the proposed equipment? Please provide reference contacts.
5. Describe any optional hardware features or changes to the proposed solution that would provide better throughput or increased performance.
6. Describe the extent to which the proposed solution exceeds the existing Sun E10000 in both CPU power and memory. Supply documentation to substantiate.
7. How many partitions/domains are supported?
8. How are partitions/domains reconfigured?
9. Describe expansion potential for number of CPUs and for configurable memory. Describe the procedure for each type of expansion or upgrade, including any required operational or software changes. Give the duration of any outage required.
10. Is system upgradeable to the next generation? If so, describe the process of upgrading and discuss the requirements for moving to the next generation, including outages.
11. Describe ability to “mix and match” CPUs, i.e. not having to replace all CPUs in a machine when upgrading in order to realize the benefit of faster CPUs.
12. Describe redundancy and factors that enhance reliability. Describe any potential single points of failure.

13. Describe support offering. Describe escalation procedures. Describe technical support services during installation, during the acceptance period, and after implementation.
14. Describe any outage for routine maintenance or upgrades that would require a complete system shutdown.

SECTION 7: PRICING SCHEDULE (COST PROPOSAL)

Note: Price includes all items proposed (mandatory and desirable), delivery (FOB Destination), installation, deinstallation and removal of trade-in equipment, O/S, 1 year of Warranty and all cables, connectors, media, documentation, etc necessary for a successful implementation. Equipment must be new. First year of warranty must include uplift to required service level. Offerors are encouraged to submit multiple proposals should they choose to propose additional solutions.

Solution Name	_____
a. Purchase cost of solution	_____
Number of CPUs	_____
Number of Servers	_____
b. First year of Maintenance (commences at expiration of 1-year Warranty)	_____
c. Second year of Maintenance	_____
d. Third year of Maintenance	_____
e. Fourth year of Maintenance	_____
f. Trade-in credit for E10000 and E250s (see Appendix F for configuration)	< _____ >
g. Trade-in credit for E4000 (see Appendix F for configuration)	< _____ >
h. <u>TOTAL HARDWARE COST:</u> (Items a+b+c+d+e-f-g)	_____
i. Electrical operating costs for 5 years (BTU/hr * 0.11352)	_____
j. Cooling costs for 5 years (BTU/hr * 0.04036)	_____
Software Licensing Costs (from next section):	
k. Oracle (total)	_____
l. Sterling (total)	_____
<i>Sub-Total Evaluated Cost:</i> (Items h+ i+j+k+l)	_____
m. Veritas (Do not fill in. To be completed by the Commonwealth)	_____

TOTAL EVALUATED COST (to be completed by the Commonwealth) _____
(Sub-total above plus item m "Veritas")

Software Licensing Costs:

Note: The following costs and credits will be used in the evaluation process to help determine the total cost of ownership of each proposed solution. Offerors are required to fill out the following sheet, and transfer the total to the Pricing Schedule (above). DSS will not purchase licenses from Offerors.

Oracle RDBMS DSS will port existing licenses (up to 42).
If # of CPUs is greater than 42, the
cost per CPU is \$40,000. Only
enter an amount if # of CPUs > 42 _____

(yearly maint) \$7217 X 5 years X number of CPUs
(Enter only for CPUs > 42) _____

Total: _____

Sterling Connect:Direct (purchase) \$7410 per machine (base cost/incl. 2
concurrent licenses) Note: DSS will
port base license from E10K). _____

If Offerors propose more than one box,
Offerors must add the per machine price of
\$7410 for second server. No amount is
necessary if only one server is proposed. _____

(yearly maint) \$1556 X 5 years (for second server
license only) _____

Total: _____

Veritas Foundation Suite

Veritas has several pricing structures, which are dependant on the type of
system. Additionally, there are various discount structures. In order to
ensure that each proposal is judged by the same criteria, the Common-
Wealth will obtain the prices from Veritas and will apply them here. _____

For yearly maintenance: $7 \times 24 = 23\%$ of above purchase price x 5 years. _____

Total: _____

Definitions:

Solution Name: Proposal name that will be used for comparisons with other offerings by the same or different companies. Please limit to 20 characters.

Purchase Cost: Cost for the complete solution, including all hardware and operating system costs. Exclude trade-in costs, service agreement costs and software costs. These are addressed in other columns.

Trade-In: Total trade-in allowance for all equipment listed in Appendix F.

Service Agreement Costs: Broken down by year. Must include service agreement costs for all machines combined, including discounts.

Number of CPUs: Total number of CPUs in proposed solution, including all proposed servers.

Number of Servers: Total number of servers in the proposed solution.

Section 8: MANDATORY CONTRACTUAL TERMS AND CONDITIONS

The following terms and conditions are **MANDATORY** and shall be included verbatim in any Contract awarded.

1. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://www.dgs.state.va.us/dps> under "*Manuals*."

2. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

6. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the Mandatory Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

9. CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. PAYMENT

A. To Prime Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the Federal Employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the

determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
 - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

11. QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

12. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

13. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

14. DEFAULT

In case of failure to deliver Equipment or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

15. TAXES

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes; such taxes shall not be included in Contract prices. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

16. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

17. TRANSPORTATION AND PACKAGING

By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

18. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

19. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (<http://www.eva.state.va.us/>) for a minimum of ten (10) days.

20. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

21. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who

applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

23. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

24. PRICE PROTECTION

The Commonwealth shall not pay any costs above those costs provided for in the Schedule identified herein. In no event may the amount of any contract, without adequate consideration, be increased for any purpose.

If within twelve (12) months following the acceptance of any Product or Service, the list price of the Product or Service is reduced below the price paid hereunder, then the difference shall be refunded to the Commonwealth. Such refund shall be made to the ordering agency or institution within thirty (30) days from the date the decrease is announced to the general public. In addition, written notification of the decrease will be provided to VITA at the address identified herein.

25. INSPECTION/LATENT DEFECTS

All Products are subject to inspection and test. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when goods are used after acceptance has occurred. If latent defects are found at any time during the term of this Agreement, the Contractor shall repair or replace the defective goods. This remedy shall be in addition to any other remedies or obligations under this Agreement or provided by law.

26. NON-APPROPRIATION

All funds for payment of Equipment, Software or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Equipment or Services dependent on such federal funds without further obligation.

27. TERM

The term of this Contract shall commence upon the execution of the Contract by the Commonwealth and will continue through the delivery, installation, acceptance and one (1) year of Warranty or Maintenance services for the Equipment identified in the Schedule. At its sole option, the Commonwealth may extend the Maintenance services at the prices identified in the Schedule for four (4) additional one (1) year periods. The Agreement may be extended subsequent to the 4 years of Maintenance identified in the Schedule upon mutual agreement, for continuing Maintenance services. Maintenance prices after the four years identified in the Schedule are capped to an 8% increase per year.

28. MODIFICATIONS

This Contract may be modified in accordance with § 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this Contract shall be effective unless it is in writing on paper and signed in ink by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

29. TERMINATION FOR CONVENIENCE

Notwithstanding the above, the Commonwealth at its sole option may terminate on-site maintenance support at anytime such action is deemed to be in the best interest of the Commonwealth. The Contractor shall be given thirty (30) days advance written notice of the Commonwealth's decision to terminate maintenance services. By signing this solicitation/contract, Contractor agrees that in the event of such termination there shall be no costs to the Commonwealth associated with early termination.

30. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

31. PRIME CONTRACTOR RESPONSIBILITY

If Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

- a. Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.
- b. Contractor hereby represents and warrants that Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

32. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

- a. Prices and options committed to remain in force over a specified period(s) of time;
- b. Any written warranty or representation made by the Contractor in this solicitation as to hardware performance, other physical design, functional characteristics or warranty / maintenance of that which is offered.

33. EQUIPMENT CONDITION/SUBSTITUTE EQUIPMENT

All equipment supplied by Contractor shall be new equipment. All equipment proposed by Contractor must have been approved by Underwriters Laboratories or a recognized equivalent certification agency.

During the term of this Agreement, the Contractor is not authorized to substitute any item or component for the Equipment identified in the schedule without the written permission of the Director, Office of Acquisition Services, VITA. Violation of this condition shall be considered grounds for termination of the Contract.

34. TITLE TO EQUIPMENT

Clear and unrestricted title to all Equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the agreed to purchase price.

35. CONTINGENT FEE WARRANTY

The Contractor warrants that he/it has not employed or retained any person or persons not generally associated with Contractor for the purpose of soliciting or securing this Agreement. Contractor further warrants that he/it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon the award or making of this Agreement.

For breach of one or both of the foregoing warranties, the Commonwealth shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

36. INSTALLATION DATES

- a. Within thirty (30) calendar days after Contract award, the Contractor shall deliver the proposed Equipment, then shall completely install and render Equipment ready for use when a mutually agreed to time has been obtained. It shall be the responsibility of the Contractor to certify Equipment acceptable for OEM Warranty/Maintenance. Any costs necessary to make Equipment acceptable for OEM Warranty/Maintenance are the responsibility of the Contractor.
- b. Any amendment by the State to this Contract or any part thereof may require the establishment of a new mutually agreed to required delivery date. The State may delay the installation date by notifying the Contractor at least ten (10) days before each required installation date.
- c. If Equipment is not delivered/installed within the time specified herein, then VITA reserves the right to cancel the award of this contract and/or terminate this contract for default without further obligation, with or without awarding the solicitation to the next responsive and responsible Offeror. Contractors are cautioned that failure to deliver or install the proposed Equipment as stated in response to a solicitation document may result in removal from VITA's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.
- d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

37. TRAINING

Contractor shall provide Onsite Operational training that meets or exceeds the minimum obligations as set forth in §4.3 of the RFP 2003-020R.

38. MANUALS

Contractor shall supply an operations manual for each Equipment product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

39. INSTALLATION RESPONSIBILITY

Except where otherwise expressly provided, "delivery" includes installation and delivery shall not be complete until Contractor completes installation of all Equipment, including without limitation, shipping FOB destination, all unpacking, positioning and connection of such Equipment with internal utility

services, ready for Acceptance testing. All Equipment installations shall comply with building and facilities standards established by the Commonwealth.

40. SITE PREPARATION

Equipment environmental specifications, if required, for the Equipment to be delivered under this Contract shall be furnished in writing by the Contractor within ten (10) calendar days after award. These specifications shall be in such detail to ensure that the Equipment to be installed shall operate efficiently from the point of view of environment.

VITA shall prepare the site at its own expense and in accordance with the Equipment environmental specifications provided by Contractor.

Ten (10) days prior to scheduled delivery date, the Contractor shall, if Contractor deems it necessary, inspect the site and notify the Commonwealth in writing of any environmental inadequacies. In the absence of notification to the contrary, the Commonwealth's environment shall be deemed acceptable to the Contractor.

Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be the Contractor's responsibility.

41. RESERVED

42. ACCEPTANCE TESTING AND COMPLIANCE WITH SPECIFICATIONS

The Acceptance period shall begin after complete Installation and on the date Contractor certifies to VITA in writing that Equipment is ready for testing and has met the following criteria:

- Necessary diagnostic software has been run to ensure that Equipment is fully operational according to the manufacturer's specifications
- All six domains have been configured per Appendix E, entitled "*Proposed Configurations*"
- The Solaris 8 Operating Environment must be installed and configured in each domain.
- Network and peripheral connectivity must be tested successfully for each domain.

Acceptance testing shall continue for a period of 60 consecutive days. Equipment shall meet or exceed the acceptance criteria by operating in conformance with the criteria listed in this section and the manufacturer's published technical specifications, at an average monthly effectiveness rate of 98% or more over a 60 consecutive day period.

VITA may, at its sole discretion, accept the Equipment listed herein prior to the conclusion of the 60 consecutive day acceptance testing. The State will not pay any charges associated with the Contractor's requirement to achieve the required performance level.

The acceptance testing will utilize the major production workload currently being supported on the Sun E10000 to test the Equipment's ability to meet the required effectiveness level and acceptance testing.

- 1) Availability - Equipment is considered available if it is scheduled to be available and is not in a period of downtime.
- 2) Functionality - For acceptance testing, Equipment shall be considered functionally compatible if it performs or exceeds in accordance with the manufacturer's published specifications, manuals, and in accordance with the mandatory requirements of the RFP.
- 3) Performance - For acceptance testing, Equipment is required to meet or exceed the performance criteria identified herein, and the Contractor's published specifications for a successful performance acceptance.

43. DETERMINATION OF MEETING ACCEPTANCE TEST EFFECTIVENESS LEVEL

To meet the Acceptance effectiveness test level, Equipment must meet the criteria stated in paragraphs 1, 2 and 3 of the section herein entitled "*Acceptance Testing and Compliance with Specifications*" and while under a major production workload as identified herein. If it does not meet all of the criteria, then Equipment will be considered as not having met the effectiveness criteria during that time. The effectiveness level for a day shall be calculated as:

$$\frac{\text{Time that the effectiveness criteria was met}}{\text{Scheduled availability time}}$$

Acceptance shall be effective for the purpose of determining title to that which is delivered, for making payment, and for trade-in of the equipment identified in the RFP, however it shall not be conclusive that the Equipment conforms in all respects to the contract specifications or other requirements. In the event that noncompliance is discovered by the State after Acceptance, the Contractor shall take whatever action is necessary to conform the Equipment to the Contract specifications and mandatory requirements of the RFP and Contractor's published documentation. Contractor's failure to do so shall constitute breach of contract.

The date of acceptance shall be the first day after the completion of the successful acceptance period and shall be the first day that authorized charges may begin. In addition, the acceptance date will also be the effective date that warranty or maintenance services shall commence. De-installation, trade-in and removal of the E10000, E4000 and two E250's shall only commence after "acceptance" of the equipment by the Commonwealth. The Contractor shall obtain, in writing from the Commonwealth a mutually agreeable time for de-installation and removal of the trade-in.

44. FAILURE TO MEET ACCEPTANCE CRITERIA; EXTENSION OF ACCEPTANCE PERIOD

If the Equipment fails to meet the acceptance criteria referenced above after sixty (60) calendar days have elapsed from the start of the acceptance period, the State may extend the acceptance period for an additional fifteen days. If the acceptance period is extended, the equipment shall be accepted only if the equipment attains an average effectiveness level of 98% or more during that 15 day period. If the

equipment fails to meet the acceptance criteria during that 15 day period, the State and Contractor may mutually agree to additional 15 day periods. If the equipment does not meet the acceptance criteria within a 15 day extension period, the State may require that then the production workload be removed from the equipment, returned to its original production base, and the equipment rejected, and neither party shall have any further obligation to the other. Contractor by executing this Contract agrees that in the event the Equipment fails Acceptance, Contractor shall de-install Equipment, and warrant to the Commonwealth that all fees for de-installation shall be borne by the Contractor.

THE COMMONWEALTH SHALL NOT PAY ANY AMOUNTS FOR INSTALLATION AND/OR DE-INSTALLATION FOR ANY EQUIPMENT THAT DOES NOT SUCCESSFULLY PASS "ACCEPTANCE TESTING".

45. DEFINITION OF DOWNTIME

For purposes of this Contract "Downtime" is that period of time when any part of the Equipment is inoperative due to a malfunction in the Contractor supplied equipment, or any part of the Equipment is inoperative because the Equipment is released to the Contractor for unscheduled remedial services. Time required to reconstruct data stored on disk files, tapes, memories, etc., shall be considered as downtime, provided the State's backup & recovery capabilities are in place.

46. CREDIT FOR DOWNTIME

Downtime shall commence when the State contacts the Contractor providing maintenance at his designated contact point, and end when the Equipment and any other items referred to in the Schedule are returned to the State in operable condition ready to perform the scheduled workload.

47. EQUIPMENT USED DURING DOWNTIME

During a period of downtime, the State may use operable portions of Equipment when such action does not interfere with the repair of the inoperable portion of the Equipment. If the Equipment is not released to the Contractor upon request, then all such time shall be considered Equipment operational use time in computing the effectiveness level.

48. AVAILABILITY OF EQUIPMENT AND SOFTWARE

Contractor represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

49. RECORDS

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.

50. RISK OF LOSS

The Contractor shall have the risk of loss or damage to all equipment until clear and unrestricted title to such equipment is transferred to the Commonwealth.

51. MOVEMENT OF EQUIPMENT

- a. Equipment may be moved from one Commonwealth location to another upon thirty (30) days written notice to the Contractor. Prior written notice shall not be required in case of emergency. Contractor shall continue to maintain the equipment as before, but if the Contractor has no facilities at the new location, the maintenance terms for the relocated equipment shall be equitably adjusted.
- b. Shipment to the new installation site shall be at the Commonwealth's expense by any appropriate mode of transportation selected by the Commonwealth. Contractor shall supervise packing, unpacking, and relocation of the equipment. Commonwealth shall compensate the Contractor for this service if the Contractor charges substantially all of its commercial customers for such services. If such charges are assessed, they will be at the Contractor's then current standard rates.
- c. Maintenance charges shall be suspended on the day that the equipment is dismantled in preparation for shipment and shall be reinstated when the Contractor certifies that the equipment is again ready for operational use. However, there shall be no suspension of charges if (a) the suspension period is less than 30 days or (b) the total charges to be suspended are less than \$500.00.
- d. There shall be no relocation charge to the Commonwealth in the event of transfer of licensed Software Product(s) to another location and the licensed Software Product (s) is to be discontinued at the old location.

52. WARRANTY/MAINTENANCE

Contractor will provide On-site, Telephonic and Online Warranty/Maintenance Services (labor, parts and travel) for a period of twelve (12) months, or such greater period as may be provided for herein, beginning on the date of Acceptance, at no cost to the State. Contractor shall act as sole point-of-contact for all units repaired under Warranty/Maintenance. All Warranty/Maintenance Services shall be provided during the Principal Period of Maintenance (PPM), which is hereby defined as twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days per year including all holidays. Contractor shall respond On-Site to all requests for On-site Warranty/Maintenance service within two (2) hours after notification that a failure has occurred.

Prior to the expiration of twelve (12) month Warranty period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Equipment to the Contractor's repair facility. When repair of the Equipment is completed, the Contractor shall bear all costs associated with returning the Equipment to the State's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging,

drayage and insurance for damage or loss. Contractor shall repair the Equipment or provide an interim replacement product, within 72 hours of notification that a malfunction exists. Any interim product(s) will be provided at no additional cost to State, until the original product is returned, in good working condition.

All parts used under this Agreement must be new OEM parts. Parts that have been replaced shall become the property of the Contractor.

53. EXTENSION OF MAINTENANCE SUPPORT SERVICES

At the sole option of the Commonwealth, the Contractor may be required to provide additional one (1) year periods or fractions of one (1) year periods of Maintenance/software support services as defined herein. Such services shall be provided in accordance with the Contractor's price, set forth in the Pricing Schedule. For Maintenance services after the one year Warranty and the subsequent 4 years Maintenance as delineated herein, upon mutual agreement Maintenance may be acquired under this Agreement by a writing from the Commonwealth. Maintenance increases for additional periods shall be effective on the anniversary date for each succeeding year. All increases will be capped at an 8% increase from the previous year. If maintenance prices remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the maintenance services at the lowest price available to any other customer.

54. MAINTENANCE OF EQUIPMENT

In this Agreement "Maintenance" of Equipment shall mean: (1) all labor, parts and travel necessary to keep the Equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) any necessary shipment and insurance costs.

Maintenance of Equipment shall not include electrical work external to the Equipment, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement. Maintenance of Equipment also shall not include repair of damage resulting from transportation by the Commonwealth between Commonwealth sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

The maintenance prices listed in this Agreement include cost of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute Equipment as necessary for 98% effective performance. In those instances where it is necessary for the Contractor to return Equipment to the factory, the Contractor shall be responsible for all costs of the equipment from the time it leaves the Commonwealth site until it is returned to the Commonwealth site in good operating condition. Only new standard parts shall be used in effecting repairs. Parts that have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Commonwealth.

55. COMMONWEALTH'S RESPONSIBILITIES DURING MAINTENANCE

a. During any term of maintenance, Commonwealth personnel shall not perform maintenance or attempt repairs to Equipment except as authorized in writing by the Contractor.

b. The Commonwealth shall permit access to Equipment to be maintained, subject to the installation site's security regulations,

c. The Commonwealth may provide storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel.

d. The Commonwealth shall maintain the site in accordance with the Equipment environmental specifications furnished by the Contractor.

56. CONTRACTOR'S MAINTENANCE POINT-OF-CONTACT

Contractor shall provide the Commonwealth with a designated point-of-contact and make arrangements to enable its maintenance representative to receive such notification or other continuous telephone coverage to permit the Commonwealth to make such contact.

57. MALFUNCTION REPORTS AND REMEDIAL SERVICE

Contractor shall furnish VITA's Computer Operations Division with a signed malfunction incident report upon completion of each Warranty/maintenance service call. The report will list as a minimum all corrective action, parts used, and number of hours required to repair Equipment.

Remedial Service shall be performed after the notification that the Equipment is inoperative. Contractor shall provide VITA with a designated point-of-contact (POC) and make the arrangements to enable its service personnel to receive such notification.

58. MALFUNCTION REPORTS AND REMEDIAL SERVICE

Contractor shall furnish VITA's Computer Operations Division with a signed malfunction incident report upon completion of each Warranty/maintenance service call. The report will list as a minimum all corrective action, parts used, and number of hours required to repair Equipment.

Remedial Service shall be performed after the notification that the Equipment is in operative. Contractor shall provide VITA with a designated point-of-contact (POC) and make the arrangements to enable its service personnel to receive such notification.

59. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

60. SOFTWARE WARRANTY

Contractor warrants the operation of the Software Product identified in this Agreement for a minimum of twelve (12) months (or such longer period as may be agreed to) after installation. Software Products that fail to operate in accordance with Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor agrees to replace any non-conforming Software Product within five (5) calendar days after receipt of the returned Software Products. Warranty service shall include, but not necessarily be limited to, detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements to the Software Product as they are generally made available. Warranty charges shall include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the Products in accordance with Contractor's published specifications.

61. TITLE (SOFTWARE/FIRMWARE)

Contractor represents and warrants that it is the sole owner of the Software/firmware product(s) to be delivered with Equipment, or if not the owner, it has received all proper authorizations from the owner to license the Software/firmware product(s), and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the Software/firmware product(s) are of original development, and that the Software/firmware and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

62. TERM OF LICENSE

The license(s) for the software/firmware to be delivered as a part of the Equipment identified in the schedule are purchased on a perpetual license basis (unless otherwise stated in the schedule) and shall continue in perpetuity until canceled by the State or unless terminated in accordance with the provisions of this Contract. The license(s) granted to the State are for the use of the Software/firmware product(s) at VITA's computing facilities (site) and on the Equipment for the purpose identified in the schedule.

63. CONFIDENTIALITY

Commonwealth agrees that when the Software Product is proprietary to Contractor and has been developed or acquired at Contractor's expense, that it shall hold and use the Software Product in the same manner as it would deal with its own confidential information. Commonwealth shall not knowingly divulge, nor knowingly permit any of its employees, agents, or representatives to divulge, any proprietary information with respect to the Software Product, the technology embodied therein, or any other documentation, models, descriptions, forms, instructions or other proprietary information relating thereto, except as specifically authorized by Contractor, in writing, or as may be required by the laws of the Commonwealth of Virginia.

Commonwealth shall take all reasonable steps necessary or appropriate to insure compliance with this Section by the Commonwealth's employees, agents and representatives, including copying reproducible legends and markings on all physical components of the Software Product.

64. BUY OUTS - THIRD PARTY ACQUISITION OF CONTRACTOR'S SOFTWARE

Contractor shall promptly notify the VITA Contracts Manager in the event that the intellectual property in or business associated with any Product or Service covered by this Agreement is acquired from the Contractor by a third party or in the event the Contractor or substantially all of its assets is acquired by a third party.

The terms and conditions of this Agreement including but not limited to the license rights and related services shall not be affected in such event identified above even if the successor or assignee already has an agreement with the Commonwealth covering products and services of the type covered by this Agreement. The Contractor's responsibilities under this Agreement shall not be released by such acquisition. In addition, prior to any acquisition, Contractor shall obtain for the Commonwealth's benefit the assignee's agreement to fully perform this Agreement.

The successor or assignee, by taking any benefit, including acceptance of payment, under this Agreement ratifies this Agreement.

The failure of any successor or assignee of the Contractor to acknowledge its obligation to adhere to the terms and conditions of this Agreement shall constitute a breach of this Agreement for which the successor or assignee and the original Contractor shall be liable and subject to debarment.

65. SOFTWARE UPGRADES

The Commonwealth shall be entitled to receive any and all upgraded versions of the Software Product that Contractor may make available in the future, including any third party Software Product provided by the Contractor under this Agreement. The maximum charge to the Commonwealth shall not exceed the difference between the price which the Commonwealth paid for the present version, and the lowest price at which the Contractor has sold or licensed the upgraded version.

66. DISPOSITION OF SOFTWARE

Unless otherwise instructed by the Contractor, the State shall erase, destroy or otherwise render unusable the Software Product within thirty (30) days from the date of the Commonwealth's termination of the license. A letter certifying this destruction shall be sent to the Contractor as soon as this process is completed. The Commonwealth shall have the right to retain one copy for archival purposes.

67. COMMONWEALTH'S RIGHTS TO COMPUTER SOFTWARE

Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have:

- a. Unlimited use of the Software Products on the machines for which it is acquired and on any replacement equipment;
- b. Use of such Software Products with a backup system if the system(s) for which it was acquired is for any reason, inoperative or during an emergency, or the performance of engineering changes in features or model;
- c. The right to use such Software Products at any Commonwealth installation to which the machine(s) may be transferred by the Commonwealth;
- d. The right to copy such software for safekeeping or backup purposes;
- E. The right to modify such Software Product or combine it with other programs or material at the Commonwealth's risk; and
- f. The Commonwealth shall have the right to reproduce any and all physical documentation supplied under the terms of this Agreement, provided, however, that such reproduction shall be for the sole use of the Commonwealth and shall be subject to the same restrictions or use and disclosure as are contained elsewhere in this Agreement.

Nothing contained herein shall be construed to restrict or limit the Commonwealth's rights to use any technical data which the Commonwealth may already possess or acquire under proper authorization from other sources.

68. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Virginia Information Technologies Agency, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

69. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the contractor's liability under this contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this contract shall not exceed the greater of \$2 million, or two times the amount of money paid to the contractor under this contract. The contractor will not be liable under this contract for any indirect, incidental, special or consequential damages or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or willful negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

70. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the Offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the Offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

71. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME ADDRESS AND <u>PHONE NUMBER</u>	TYPE GOODS/ <u>SERVICES</u>	<u>ACTUAL</u> <u>DOLLARS</u>	<u>PLANNED</u> <u>DOLLARS</u>	<u>% OF TOTAL</u> <u>CONTRACT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

72. COMPLIANCE WITH FEDERAL LOBBYING ACT

- A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.
- B. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

- C. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

73. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

74. PURCHASE OPTION

At any time during the first twenty-four (24) months of this Agreement, the Commonwealth may increase the quantity of items or features purchased under this Agreement by sending the Contractor a written Delivery Order to that effect, signed by the Commonwealth's Contracts Manager. The purchase price shall be the lower of the unit cost identified in any executed Attachment or the Contractor's then-current, published price. The foregoing shall not apply to services provided to the Commonwealth at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

Items not listed on any executed Attachment to this Agreement may be purchased under this Agreement if a duly authorized representative of both parties executes a Delivery Order that references this Agreement and specifies a mutually agreeable delivery schedule and price. However, any such purchases must be processed in accordance with the provisions of the Virginia Public Procurement Act prior to execution by the Commonwealth.

75. DISASTER RECOVERY

By executing this Agreement, Contractor hereby authorizes the Commonwealth to operate Contractor's licensed software products identified in this Agreement at other location(s) for purposes of disaster recovery and disaster recovery testing. In addition, Contractor recognizes that to prepare for such an event the Commonwealth must test the Contractor's software product (normally for a period of two to three days, twice annually) at a disaster recovery vendor's Cold Site. The use of Contractor's software products by the Commonwealth, at such times and under such events will be in accordance with the terms and conditions of this Agreement. Contractor agrees that there shall be no additional charge to the Commonwealth when Contractor's software products are used during an actual disaster or for disaster recovery testing.

Section 9 DESIRABLE CONTRACTUAL TERMS AND CONDITIONS

The following terms and conditions are desirable. The Contractor may propose alternative language, but the basic form of the Agreement shall be retained. Contractors are requested to limit their proposed changes, if any, to those of a substantive nature.

76. SCOPE OF AGREEMENT

This is an agreement (the "Agreement") between the Commonwealth of Virginia's Virginia Information Technologies Agency (VITA), hereinafter referred to as "Commonwealth", "State" or "VITA", and _____, a _____ corporation having its principal place of business at _____, hereinafter referred to as the "Contractor," for the purchase of an enterprise server or a configuration of enterprise servers ("Equipment"), which includes all software and firmware necessary for the operation of Equipment ("Software"), and warranty/maintenance support services ("Services") pursuant to the Commonwealth's Request For Proposal ("RFP") #2003-020R dated _____ (the "RFP"), and the Contractor's proposal dated _____, 2003, in response thereto.

Contractor shall be considered as the sole point-of-contact ("POC") with regard to all contractual stipulations for purchase, delivery, installation, and warranty/maintenance Services for Equipment acquired under this Contract. This Procurement / Contract is established by VITA on behalf of the Department of Social Services. The Equipment shall be installed at the VITA location.

77. INTERPRETATION OF AGREEMENT

As used in this Agreement, "software" and "software product" shall include all related materials and documentation, whether in machine-readable or printed form.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) all executed Orders and Attachments referencing this Agreement; (2) this document; (3) the Contractor's proposal if any, if submitted in response to a Request for Proposal ("RFP"); and (4) the Commonwealth's RFP, if any. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement.

No other written documents regardless of form or content shall be executed by VITA for the Equipment, installation and warranty/maintenance services acquired under this Contract unless signed by the Contracts Manager, VITA, or his alternate as designated by the Director, VITA.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

78. CREATION OF INTELLECTUAL PROPERTY

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the Commonwealth. If the whole or any part of such copyrightable material cannot be deemed work made for hire, the Contractor agrees to assign, and does hereby irrevocably assign, the copyright thereto to the Commonwealth, and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purposes of acknowledging or implementing such assignment.

The Contractor warrants that no individual, other than regular employees of the Contractor or Commonwealth working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Agreement, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the Commonwealth.

The Commonwealth shall have all rights, title and interest in or to any invention reduced to practice through the performance of this Agreement.

The Contractor hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the Commonwealth, the Contractor's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of the Agreement by the Commonwealth shall have the effect of rescinding the provisions of this Section.

79. ADDITIONS AND SUBSTITUTIONS

The Commonwealth may add or substitute memory, tape drives, terminals, or other equipment from any source. In such event, the following conditions are applicable:

- a. Contractor will be notified at least thirty (30) days in advance of such additions or substitutions.
- b. The Contractor shall be relieved of the obligations specified elsewhere in this Agreement to correct Product malfunctions and defects and provide credits to the Commonwealth if, and only if, the malfunction or defect results solely and directly from the use of equipment not supplied by the Contractor.
- c. If the addition or substitution made by the Commonwealth increases the cost of maintenance, an equitable adjustment in the maintenance charge shall be made.
- d. Maintenance charges for equipment replaced by substitutions shall be discontinued effective upon deinstallation of the equipment to be replaced.

80. ENGINEERING CHANGES

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the State at no additional charge for a period of one (1) year from the date of installation. The State reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the State.

81. SUPPLIES

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the State shall conform to the Contractor's published specifications provided to State at time of equipment installation. The State reserves the right to acquire such supplies from any Contractor of its choice.

82. TRAINING

Both parties shall mutually agree to any additional terms and conditions necessary for any Training Services proposed by the Contractor and accepted by the Commonwealth.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

DATE: _____

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Jeff Davis

TITLE: Contracts Manager

DATE: _____

ATTACHMENT "A"
TO
RFP 2003-020R

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA _____ – _____ between XYZ and the Commonwealth of Virginia.

CONTRACTORS DO NOT ADD ANY INFORMATION TO THIS ATTACHMENT "A" AT THIS TIME. THIS ATTACHMENT WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS BETWEEN THE PARTIES TO THIS AGREEMENT.

LISTING OF ALL PRODUCT PRICES

LISTING OF ALL PRODUCT MAINTENANCE PRICES

SHIP TO BILL TO ADDRESSES

DELIVERY SCHEDULE

AGENCY POINTS OF CONTACT

ATTACHMENT "B"
TO
RFP 2003-020R

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Printed Name: _____

Organization: _____

Date: _____

APPENDIX A

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS **BY** **SMALL BUSINESS AND BUSINESSES OWNED BY WOMEN AND MINORITIES**

Please carefully read the instructions for each section.

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

DEFINITIONS

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address and Phone Number is the name, address and business of minority-owned business with which the Offeror plans to involve in this contract, as applicable.

Contact Person is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contractor, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

Dollar Amount is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

% Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

% of Total Contract is calculated by dividing the estimated dollars planed for the indicated firm on this contract by the total Offeror estimated price of this contract.

PARTICIPATION BY SMALL BUSINESS

- A. Offeror certifies that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, but is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- B. List Small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12 -month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY SMALL BUSINESS
(Continued)

- C. Describe Offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

PARTICIPATION BY BUSINESSES OWNED BY WOMEN

- A. Offeror certifies that is () is, () is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- B. List businesses owned by women with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY BUSINESSES OWNED BY WOMEN
(Continued)

- C. Describe Offeror's plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

- A. Offeror certifies that is () is, () is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cases. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts.
- B. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY BUSINESSES OWNED BY MINORITIES
(Continued)

- C. Describe Offeror's plans to involve businesses owned by minorities in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

APPENDIX B VENDOR REFERENCE FORM

REQUEST FOR PROPOSAL 2003-20R

**COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY**

VENDOR CLIENT REFERENCE FORM

Vendor Name: _____

CLIENT

Name of Firm: _____

Address: _____

Telephone Number of Contact: _____

APPENDIX C PROPRIETARY INFORMATION

List all pages of this proposal that contain proprietary information. Only pages so listed will be treated as proprietary. Please refer to section 1.16 of this document.

APPENDIX D CURRENT CONFIGURATION

Current Environment (Sun 250 MHz processors)

Domain	Current Processor Allocation %	# of Processors	Current Memory Allocation %	Memory (GB)
1	50	32	29	10
2	20	12	35	12
3	5	4	6	2
4	25	16	29	10
Totals	100	64	99	34

Use of Current Domains:

1. E10000 Production Domain and Data Warehouse
DSS Oracle and Mapper production databases used by DSS and localities. Critical applications include OASIS for Family Services (Child Protective Services, Adoption, Foster Care), Electronic Benefits Transfer (EBT) Mappers, EDBC Mappers for ADAPT eligibility applications and Data Warehouse. EDBC Mappers are also available on domain 4.
2. E10000 DSS Training/Test/Development Domain
DSS Oracle and Mapper training and development databases
3. E10000 VITA Test Domain
Used by VITA to test system changes before they are installed on other domains. Changes include, but are not limited to: operating system upgrades, system patches, software installations and upgrades.
4. E10000 Production Domain
DSS production Mappers, including EDBC Mappers for ADAPT eligibility calculations and Oracle 11i applications. EDBC Mappers are also available on domain 1.

APPENDIX E PROPOSED ALLOCATION

Note: The Projected Processor Allocation % is based on the E10000 current CPU and memory counts and the requirement for two additional domains. The "125%" column will be factored into the Evaluation, and should be used when preparing the Cost Proposal. The remaining columns are for informational purposes. Although they will not be part of the evaluation process, they may be considered as options. Please fill each column in, and attach a sheet (separate from the Cost Proposal) with respective costs for each configuration, including the Adapter/Peripheral Requirements as listed below. Under the "Processors" section, list the number of processors required to meet the specification. Under "Memory", list the GB of memory required.

Processors						Memory				
Domain	Projected Processor Alloc. % (CPU power)	125% (# of pro-cessors)	150%	175%	200%	Projected Memory Alloc. %	125% (GB of Mem.)	150%	175%	200%
1	40					24				
2	15					32				
3	5					3				
4	20					24				
5	15					14				
6	5					3				
Totals	N/A					N/A				

MINIMUM NUMBER OF CPUs REQUIRED

If a CPU clock speed is proposed that is not listed in this table, see item 4.1.a.6.

CPU Type	CPU Clock Speed	Minimum Number
SPARC64-V	1.3 GHz	20
SPARC64-GP	675 MHz	32
UltraSPARC III	900 MHz	35
UltraSPARC III	1.2 GHz	27

ADAPTERS/PERIPHERALS REQUIRED

The letter “r” in this table indicates redundant adapters, placed in separate system boards.
The number “1” in this table indicates a single non-redundant component.

Domain	QuadFast Ethernet	Fibre (Sun SE 9960 storage)	Gigabit Ethernet	Minimum Open I/O Slots	SCSI (CD-R Drive) Adapter	SCSI CD-R Drive
1	2 r	2 r	1	3		
2	2 r	2 r	1	3		
3	1	1	1	0		
4	2 r	2 r	1	3		
5	2 r	2 r	1	3		
6	2 r	2 r	1	3		
“Global”					1	1
“Global”					1	1

- “Global”: 1 CD-Recordable drive and 1 adapter installed alone on one I/O board, and a second CD-Recordable drive and second adapter installed alone on a separate I/O board. This should include capacity for one or two CD-Recordable drive(s) to be independently dynamically reconfigured to any domain.

Use of New Domains

- Possibly Data Warehouse Production Domain
Possibly Data Warehouse Oracle Production Database
- Possibly Data Warehouse Training /Test/Development Domain
Possibly Data Warehouse Oracle Training and Development Databases.

APPENDIX F
EQUIPMENT TO BE TRADED IN

E10000:

Ultra Enterprise 10000 base cabinet, cage for 16 system boards

E10000 power cord

E10000 control board (2)

E10000 AC input module (4)

E10000 48 volt power supply (8)

E10000 fan tray (16)

E10000 power control module

E10000 system board (16)

250MHz UltraSPARC module with 1MByte external cache (64)

E10000 dual SBus I/O daughter card (9)

E10000 memory board (10)

1-GByte memory expansion (34)

SunFastEthernet 10/100 SBus adapter (3)

25MB/s SBus Fibre Channel host adapter (14)

400-800 GByte 8mm SPARC storage library model 8/400

SBus differential Fast/Wide intelligent SCSI-2 host adapter

SunFDDI SBus adapter (2)

Quad FastEthernet SBus card (4)

Emulex LP8000 SBus host adapter (4)

JNI 64bit SBus SWL HBA-Tachyon (7)

E250 (2 each)

(SSPs for E10000)

Each:

One UltraSPARC-II 400MHz CPU

256MB memory

Two 9GB disks

One QuadFast Ethernet

One CD-ROM

One 4mm DDS3 tape

E 4000:

Single speed backplane

2 CPU/RAM boards populated with:

4 250MHz, 1MB cache CPU's

512MB RAM (16 X 32MB modules)

1 SBUS I/O board populated with:

CG6 video card (#501-2325)

Fibre I/O controller (#501-2069)

SCSI+ Ethernet card

External SparcStorage array

SSA 112 disk array – 12 disk

APPENDIX G
SAMPLE ACCEPTANCE STATEMENT

Offerors are encouraged to use the sample below and submit with the Proposal to indicate verbatim acceptance of the Mandatory Terms and Conditions.

In regard to the requirements as delineated in RFP 2003-20R, as amended, Section 1.28 entitled "Contractual Binding", wherein it states "THE OFFEROR SHOULD INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS", (Offeror's name) hereby makes this statement as authorized by his/her signature below.

(Offeror's name) confirms acceptance of the Mandatory Terms and Conditions, as written.

Name

Title